

APR 14 9 49 AM '03

**RESTRICTIVE COVENANTS FOR  
SUMMIT PARK SUBDIVISION**

BK 441 PG 0637  
~~THIS~~ DECLARATION OF COVENANTS AND RESTRICTIONS made this the 5<sup>th</sup>  
day of March, 2003, by the Declarant, Roy R. Holmes Construction Company, Inc. and  
Chambliss Builders, Inc.

The following Restrictive Covenants shall apply to the residentially zoned land for Lots  
1, 2, 3, 4, 5, 6, 16, 17, 18, 41, 42, 43, 44, 45, 46, 47, 48, 49, 59, 60, 61, 62, 63, 64, 65, 66,  
67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, and 83 of Section A, Summit  
Park Subdivision in Section 21, Township 1 South, Range 7 West, DeSoto County,  
Mississippi as per Plat thereof recorded in Plat Book 81, Page 26, in the Office of the  
Chancery Clerk of DeSoto County, Mississippi.

AND

Lots 58, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 186, 187, and 228 of Section B,  
Summit Park Subdivision in Section 21, Township 1 South, Range 7 West, DeSoto  
County, Mississippi as per Plat thereof recorded in Plat Book 81, Page 28, in the Office  
of the Chancery Clerk of DeSoto County, Mississippi.

1. These covenants are subject to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
2. Enforcement - Shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or violation or to recover damages.
3. Severability - invalidation of any one of these covenants by judgement or court order shall in no way affect any of the provisions, which shall remain in full force and effect.
4. Land use and building type - no lot shall be used except for residential purposes. The ground floor area of the main building exclusive of open porches and garages shall be not less than 1600 square feet in case of one-story dwellings and not less

than 1000 square feet in case of one and one-half or two story dwellings. In no case shall the total heated square footage be less than 1600 square feet.

5. Easements - there are perpetual easements shown hereon reserved for utility installation and maintenance for drainage, gas, electrical, water and sewer.
6. Building location - the location of any building constructed shall be in accordance with DeSoto County, Mississippi and or Southaven, Mississippi zoning regulations. However, in no case, shall a building be located nearer than thirty (30) feet from any front property line in the subdivision. For the purpose of this covenant eaves, steps and open porches shall not be considered as part of the building, providing however, that this plat shall not be construed to permit any portion of a building on a lot to encroach upon another lot. See plat for other setbacks.
7. Nuisances - no noxious or or offensive activity shall be carried on upon a lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
8. Temporary structure - no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as residence either temporarily or permanently.
9. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. All fencing must be a minimum of six (6) feet tall and must be of wood, wrought iron, or PVC. No chain link or wire fencing is allowed except behind a privacy fence.
10. No open carports shall be allowed. Each dwelling shall have an enclosed two (2) car garage.
11. Architectural control - no building shall be erected, placed upon any lot or altered until the design and plot plan showing the location of the structure and the external materials and elevations have been approved in writing by Chambliss Builders. Exterior materials must be 70% brick with the other 30% being high grad vinyl siding, painted aluminum, wood, stucco or hardiplank siding.
12. All mailboxes must be of wrought iron per attached detail and painted antique green.
13. All driveways must be of washed concrete.

14. All lots will have sodded front yards. Side yards and rear yard will be seeded.
15. No structure of any kind including but not limited to a television antenna, radio antenna, satellite dish etc. can be erected which stands past the highest point of the roof of the house and such structure shall not be erected on the street side of a residence or be visible from the street.
16. No motor vehicle or any other vehicle, including but not limited to a boat, motor and boat trailer, lawn mower, tractor, etc. may be stored on any lot for the purpose of repair of same; no A-frame motor mount may be placed on any lot nor shall any disabled or inoperable vehicle be stored on any lot.
17. Vegetable gardening will be allowed only to the rear of the residence. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats and other household pets may be kept provided that they are not bred or kept for commercial purposes.
18. Any special landscaping screens including earth berms or embankments, fencing, entryways, and plant material shall remain in place and not be removed.
19. No recreation vehicle, boat, or any other trailer may be parked or stored on any lot unless same is in a garage or is completely out of view from any and all streets. All passenger automobiles shall be parked either on the driveway or in the garage. No tractor or trailer may be parked on any lot or in the street in front of any lot.
20. If the parties hereto or any of them or their heirs or assigns shall violate any of the limitations and restrictions herein, it shall be lawful for any other person owning any other lot in said subdivision to prosecute any proceeding a law or in equity against the person or persons violating or attempting to violate any such limitations or restrictions and either prevent him or them from so doing or to recover damages for such violation.
21. All detached buildings such as, but not limited to, storage buildings, must be no closer to the street than the rear of the house or to the side of the house in case of a corner lot. All detached buildings must be the same architectural style as the house including roof materials. Wall materials may be siding in nature and painted the same color as the house, and if exterior brick is used it must be same as the house. In no case will metal buildings be allowed.
22. No window air conditioning or heating unit will be on residence.

IN WITNESS WHEREOF, this instrument has been executed on this the 5<sup>th</sup> day of March, 2003.

ROY R. HOLMES CONSTRUCTION COMPANY, INC.

By: [Signature]  
Roy R. Holmes, President

CHAMBLISS BUILDERS, INC.

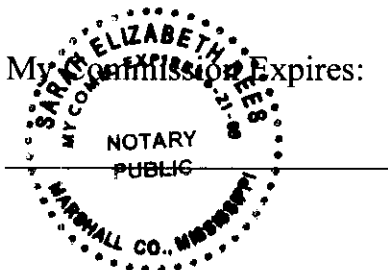
By: [Signature]  
Donald R. Chambliss, Jr., Secretary/Treasurer

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, on this the 14<sup>th</sup> day of April, 2003, within my jurisdiction the within named, Roy R. Holmes, who acknowledged that he is the President of Roy R. Holmes Construction Company, Inc., a Tennessee Corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument after first having been authorized by said corporation to do so.

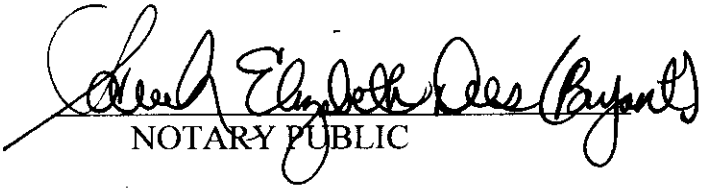
[Signature]  
NOTARY PUBLIC

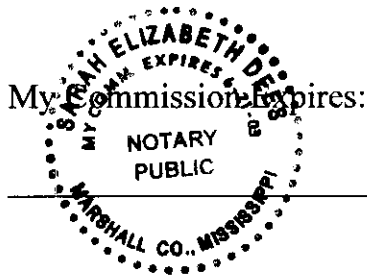
My Commission Expires:



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and state, on this the 5<sup>th</sup> day of March, 2003, within my jurisdiction the within named, Donald R. Chambliss, Jr., who acknowledged that he is the Secretary/Treasurer of Chambliss Builders, Inc., a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument after first having been authorized by said corporation to do so.

  
NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY:  
ERIC L. SAPPENFIELD  
ATTORNEY AT LAW  
6858 Swinnea Road  
#5 Rutland Place  
Southaven, MS 38671  
(662) 349-3436